DataFix

This Memorandum of Understanding is made in duplicate this 6th day of June 2011.

Between:

The Town of Parry Sound

- And -

Comprint Systems Inc., carrying on business as DataFix

Hereinafter "DataFix"

For Municipal VoterView (MVV) Services

Contents

1. Introduction

Municipal VoterView is an Internet-based application designed to provide municipal elections officials with an electronic view of their electoral information including the ability to make corrections to the list, to access various voter counts needed for electoral planning, and the capability to provide an electronic copy of all changes to the Municipal Property Assessment Corporation at the end of the electoral event.

Through its Municipal VoterView (MVV) Application, DataFix is continuing to provide the highest level of service with respect to managing electoral information in support of municipal elections.

2. Purpose

This Memorandum of Understanding is intended to identify and confirm the service levels and support technology requirements of the MVV Application.

3. Description of Services/Hosting Environment

The MVV Application for the Town of Parry Sound will consist of Web Hosting; List Management and Internet Voter Lookup services.

3.1. Web Hosting

As a web-based application, MVV has the advantage of ubiquitous accessibility—all that is required to use MVV is an Internet connection and a recent web browser. MVV supports Microsoft Internet Explorer and Firefox. The MVV system has been optimized for a screen resolution of 1024x768 or higher, but will function properly with lower resolutions.

3.2. List Management

At a high level, the MVV application simplifies the process of searching for specific voters with the ability to add, change, delete or move voters as required. In addition, the MVV application provides a number of elector related reports to support election planning and a suite of data cleansing utilities to identify potential inaccuracies on the list.

The MVV Application functions and features are as described and demonstrated as part of the on-line demo/viewing of the product. More comprehensive details of these features are contained in the On-line User Manual.

3.3. Internet Voter Lookup (IVL)

The Internet Voter Lookup service will allow voters within the Town of Parry Sound to check the Voters' list to ensure they are registered to vote as well as determine their voting location. Based on a query from a voter, a "Yes" or "No" confirmation will be provided. In addition, the polling location for the address they specify will also be provided.

The URL for the IVL service will be that of Town's and there will be no reference to DataFix. The IVL service will accept HTTP Get, HTTP Post or SOAP requests.

DataFix will provide the Town of Parry Sound the following, for the Internet Voter Lookup:

1. A user interface for the IVL service to be operated by the Town and from the Town's own Website.
2. Database maintenance.
3. Query results presented in an XML format.
4. Example code for the initial set of the IVL on the Town's website.
5. Appropriate passwords for operating the IVL service.

The Town of Parry Sound will be responsible for creating the user interface required, maintaining the web server and hosting the site.

4. MVV Performance

The number and size of graphic elements in MVV is minimized to enhance performance for municipalities with low-speed or dial-up Internet connections.

4.1. Stress Testing

DataFix has conducted extensive testing of the MVV application through a pilot program including over 165 municipalities and over 3 million electors. As a result of this testing, DataFix has been able to optimize the performance of the MVV application to accommodate municipalities of all sizes.

4.2. Reliability

All hardware used to support the MVV application utilizes extensive fault tolerance features, including RAID-5 disk arrays and redundant power supplies. In addition, all servers and communications equipment are protected through the use of Uninterruptible Power Supplies (UPS).

To ensure the quality and accuracy of the MVV system itself, DataFix has built a set of rigorous and comprehensive test plans. These plans encompass application functionality, data inputs and outputs, and performance.

4.3. Compatibility

MVV can coexist and work in a complementary manner with existing municipal electoral systems.

5. Description of User Environment

As an Internet-based application, access to the MVV requires usernames and passwords. The Town of Parry Sound will have full control for creating and issuing usernames and passwords for members of their organization.

6. Support, Monitoring and Management

DataFix strives to ensure that all computer and telecommunications hardware and software is operational 24 hours a day, 7 days a week. The MVV system is normally available at all times except when essential maintenance to hardware or software is required. If it is necessary to interrupt service, prior notification will be given wherever possible and interruptions will be scheduled to minimize their impact on users.

DataFix's MVV support service regularly monitors all logged problems and discussions are held to analyze support trends and additional needs. Monitoring is a powerful tool for tracking trends and ensuring that appropriate staff and technology are accessible to callers.

If users encounter problems, the on-line support function provides an e-mail link to DataFix support team, where issues are resolved usually within 24 hours.

6.1. Customer Service Support/Coverage

Normal business hours for providing customer support are from 8:00AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays.

Support will be provided outside normal business hours for advance poll dates and Election Day. The response time for issues outside normal business hours is under 1 hour.

Telephone support is available by calling 416-363-8170 extension 249, or by email through the support function within the MVV application.

6.2. *Orientation/Training*

Training on all MVV Application functions and features will be provided through the DataFix on-line Webinar facilities at no cost.

Customized on-site training is also available; however, training fees may be applicable.

7. Security

7.1. *Passwords*

Passwords for MVV users are secured using a one-way hash algorithm (MD5). As a result, clear-text passwords are never stored nor utilized for user authentication.

Security is also a responsibility of all users and users are especially cautioned not to share system logins and passwords.

7.2. *Web Pages*

All MVV web pages are secured using 128-bit SSL (secure sockets layer) encryption.

7.3. *Web and Database Servers*

Web and database servers are protected by a firewall that performs packet-level, circuit-level, and application-level traffic screening, stateful inspection, and intrusion detection.

7.4. *Physical Database*

A separate physical database for each municipality is maintained to ensure that municipalities can only access their own data.

7.5. *Managed Code Environment*

The MVV application runs in a managed code environment, which provides additional security and protection from common buffer overflow attacks.

7.6. *Audits*

DataFix audits all MVV access and security logs on a daily basis to ensure that any unusual access patterns can be quickly identified and resolved.

7.7. Virus Checks

DataFix's computing environment contains the most sophisticated virus scan software and update mechanisms. Virus definition files are updated on a continual basis.

7.8. Backups and Restores

DataFix has constructed a completely redundant technical infrastructure to support MVV. This infrastructure includes backup Internet connections routed through different Internet Service Providers, which provides protection from a common source of possible outages. To protect against server hardware failures in non-redundant components, DataFix has backup web and database servers available. These servers can be quickly activated to ensure minimal MVV downtime.

DataFix performs database and file-level backups of the MVV system on a daily basis, thus ensuring that minimal data is lost in a disaster recovery situation. Backups are tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. To support the increased activity around advance polling dates and Election Day, backups will be performed every sixty (60) minutes.

7.9. Service Measure

DataFix will perform remote monitoring of the MVV application. The system will be tested every fifteen (15) minutes and alerts are sent via e-mail or page to DataFix Support personnel as soon as a problem is identified.

7.10. Non-Performance

In the event DataFix is unable to provide the services as stated in this MOU, DataFix will work with the municipality to assess the impact and determine the remedial action.

8. Confidentiality

DataFix has been entrusted with confidential data from many government, public, and private organizations. Accordingly, all aspects of physical and network security are rigorous and continually monitored and updated. Additionally, DataFix will not disclose to anyone any elector information which forms part of the MVV application.

9. Force Majeure

Either party shall be excused from any delay or failure in performance caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

10. Term of Agreement

This Memorandum of Understanding will become effective from the date of signing to December 31, 2014. On or before December 31, 2014, this Memorandum of Understanding can be renewed to provide ongoing elector information management services.

11. Fees and Payment Terms

The fee for providing MVV services is **$5,200** *plus applicable taxes* and is based on the following:

1. Web Hosting and List Management as described in section 3.1 and 3.2 of this MOU - **$4,300.00**
2. Internet Voter Lookup (IVL) as described in section 3.3 of this MOU - **$900.00**

Note:

A quotation will be provided for any additional services requested.

11.1. Payment Terms

An invoice in the amount of $1,300 plus applicable taxes will be forwarded as follows:

a. On receipt of a signed MOU

b. January 2012

c. January 2013

d. January 2014

12. Cancellation/Termination

Either party may terminate this agreement at any time by giving 60 days written notice to the other party.

In the event of cancellation, all data will be returned to the municipality. Additionally, DataFix will perform a complete destruction of the elector data that is stored on DataFix servers. The data will be physically deleted and the disk partitions that held the data will be cleansed using disk wipe software to ensure that the confidential elector data cannot be undeleted or restored using drive recovery tools. Any physical media containing elector data that DataFix receives from MPAC will be shredded.

DataFix:

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Contact: Jim Stewart
National Director,
Election Services

The Town of Parry Sound:

52 Seguin St
PARRY SOUND ON P2A 1B4

Contact: Jackie Boggs
Deputy Clerk

DataFix Representative

Municipality Representative

James A. Stewart

Name (please print)

Name (please print)

June 6, 2011

Date

Date